Supreme Court, U.S.
FILED
JUN 11 2010
OFFICE OF THE CLERK

NO. 09-1081

IN THE

SUPREME COURT OF THE UNITED STATES

VICTOR & VIORECA MURESAN
PETITIONERS

vs.

BRIAN & CARI FISH "et-al"
RESPONDENTS

PETITION FOR REHEARING

ON PETITION FOR A WRIT OF CERTIORARI TO

WASH. STATE COURT OF APPEALS DIV. 11

PETITION FOR WRIT OF CERTIORARI

VICTOR & VIORECA MURESAN
18716 N.E. DAVIS ROAD
BRUSH PRAIRIE, WASH. 98606
360- 892-7162

CERTIFICATE OF COUNSEL

I am Victor Muresan and my wife is Vioreca Muresan. We are the Petitioners in this case and we are proceeding Sui-juris in good faith and not for any reason for delay. We want action and relief from this court to release us from this daily hell.

We bought this property in 1995 not knowing we acquired a neighbor from hell. The second day we were here he started digging holes in our property and taking the soil to fill holes in on his property. That's criminal theft. The county requires a grading permit when you move that much soil so we appealed to them to stop him and enforce the laws of the county. The good old boys did nothing but shield him so he could carry on his enterprise. Then they aided and abetted his criminal activity.

He dug the holes, tore the fences down, poisoned our pregnant cow, stole the hay, widened the driveway and flooded the entire area with rivers of water that take the manure into the ditches and contaminate them. The neighbor's letters explain it all. Years of this abuse we are enduring. He caused the man we bought from to have a heart attack and drove him right off the property. Linda Coffman said he prepared legal documents to get the neighbor to give him the easement .property.

We find ourselves unable to protect our property and live a decent way of life because of the corruption in Clark County Washington. In 2001 they got a Preliminary Injunction against us and on May, 30, 2007 Judge John Wulle made it a Permanent one. It's totally against the state law.

THE BEGINNING

The Judge refused to provide a written ruling and the Appellate Courts decision remains unpublished. The Supreme Court in Washington State won't hear it. That's transparency and the rule of law?

TOOK OUR PROPERTY RIGHTS WITH
NO LAW TO BACK THEM UP.

We posses a servient estate and are unlawfully deprived of the use of our easement property to maintain our rural interests. We care for the sick and elderly in our home we set up just for that purpose. We would like to grow a larger garden and feed our livestock from our own land. We can serve high quality foods that we grow organically to our patients and clients. We are in the business of helping people, not hurting them.

With no way to protect ourselves from liability if someone gets hurt on the easement, as the landowners we would be the ones getting sued. The laws should be protecting us not depriving us. When you decide whether or not you take this case,
just ask yourself,
how would you like to live this nightmare.

I declare under penalty of perjury that the foregoing is true and correct to the best of my ability.

Executed on June 11, 2010

VICTOR MURESAN

THE END

REASON FOR GRANTING REHEARING

"JUSTICE FOR ONE IS JUSTICE FOR ALL"

This is a case, as of today, undermining established easement property law, rights and responsibilities and must be overturned. The Petitioners/ Muresan's are the subject of an outrageous, shameful and wrongful land grab by Respondent/ Jeffery Pilby and Respondents/ Brian & Cari Fish.

On May 30, 2007 Judge John P. Wulle said that the intent stated in the original documents was what the court relied on in cases of disputes on easements, "do what the easement permits them to do BY THE DOCUMENTS." (APPENDIX O-4) That belief is precisely what he failed to enforce. Judge Wulle failed to uphold the existing Washington State Law. and placed a Permanent Injunction against the Petitioners to maintain and enter their easement. The Petitioners were also convicted of Trespassing and Waste on their own property against RCW 4.24.630. (APPENDIX W)

The original deed from Edna Cook, March 24, 1980 No .8003250116 only granted ingress, egress and utilities stating "TOGETHER WITH a 60 foot easement for ingress, egress and utilities, the East line of which is described as follows:"
(APPENDIX P, P-2)
That same deed was transferred by Vernon & Linda Coffman on May 25, 1995 No. 9506070071 to Victor & Vioreca Muresan "SUBJECT TO: and easement recorded under auditors file No. 8003250116 :(APPENDIX Q to Q-3)

The fact that the Petitioners own the property is undisputed as evidenced by attorney Earl Jackson who filed the original deed in 1980 for Edna Cook and sought by the Petitioners for his legal advice on August 5, 2002. (APPENDIX T, T-2.) Ownership is evidenced both by the deeds and by Cari Fish's Deposition testimony on November 10, 2003 where she stated, "That is not my property." (APPENDIX S-4)

Respondent/Pilby's deed of November 16, 1993 from Rodney P. Nyland & Julie A.Nyland No. 9311160211 (APPENDIX R, to R-4) was later issued to Respondents/ Brian M.Fish and Cari D. Fish on July 13, 1998 (APPENDIX S to S-3) said, "TOGETHER WITH a 60- foot easement for ingress, egress and utilities, the East line of which is described as follows, etc." The Respondent/ Pilby and Respondents /Fish's were clearly granted the use of the Petitioners/Muresan's easement for ingress, egress, utilities and nothing more.

The Respondents/ Pilby and Respondents/ Fish's have clearly obstructed Petitioners/Muresan's use of the easement to access the rear of their property to enable them to care for their livestock, collect their hay and repair the considerable damage done to the Muresan's property in 1995 as evidenced by quotes from the Nutter Corporation. (APPENDIX J-6, J-7)

Respondent/ Pilby supposedly placed the railroad ties to protect the roadway but they served to illegally widen the roadway from the currant and Required county width of 12 feet t 20 feet and cut off Petitioners access. Respondents/ Fishs seem to think the roadway is 60 feet wide which is wider

than the county road. Just because it's a 60 foot easement doesn't mean its a 60 foot driveway. It makes no sense at all. The unwanted railroad ties blocked Petitioners access and with the incredible 2 foot deep trenches didn't accommodate standard farming vehicles. (APPENDIX O-5 to O-11)

The Respondents/Fish's video taped the Petitioners in their daily activities thereby violating their privacy. The Petitioners believe this is retaliation for the reporting of unauthorized home business activity by Respondents/Fishs which involved the overburdening of the easement roadway and resulted in the closing of the business by the county.

The Petitioners pay the easement property taxes each year. The Petitioners are subject to liability claims as owners of the land, yet now are unlawfully forbidden to maintain their own property in a safe condition leaving them open to lawsuits. Under the "Common Enemy Doctrine." the Petitioners have the right to maintain and protect their land from flooding. Under the "Attractive Nuisance Doctrine" they had a duty to take such precautions as reasonably prudent men would take to prevent injury to young children and therefore removed the four ties that created a hidden waterhole that could easily have drowned the unsuspecting school children.

Petitioners absolutely deny having anything to do with any other supposed missing railroad ties. The facts were misrepresented by Charles H. Buckley in the Appellate Brief which he submitted against instructions laid out when he was hired and without approval of Petitioners. Petitioners were

denied a timely Pro-se Supplemental Brief APP Rule 10.1D after Buckley was sanctioned, fired and refused to withdraw.. (APPENDIX G to G-3)

The Petitioners as property owners are subject to county assessment fines as evidenced by a letter on July 22, 2005 threatening fines of $1500.00 per day for violation of the weed control ordinances of Clark County and also subject to liens on the property. (APPENDIX U, U-2)

Petitioners cannot collect the hay, or control the weeds, or repair a fence, or install a gate because the Respondents/Fish's call the Police or Sheriff on them whenever they step on their easement land. .. (Statement of Case P9 in Petition for Writ and APPENDIX O-12 to O-16)

Clark County officials choose to aid and abet Respondent/Pilbys unlawful criminal conduct by:
(1) not stopping Pilby's unlawful unpermited grading without required approval by the landowner which resulted in the 1995 theft of 480 cubic yards of Petitioners top soil..
(2) issuing a fraudulent grading permit, falsified and forged by Pilby in 1996, 15 months after the damage was done, no owner notification or consent.
(3) not following the county rules on soil erosion requirements with Pilby in 1996 but required Petitioner to comply on 2001 permit but denied because of incomplete application..
(4) discriminating against the Petitioners on 2001 grading application by sending an alarming Notice to Respondents/Fish's but Petitioner wasn't notified by Clark County about Pilby's 1996 application. (APPENDIX J-8 to J-10)

(5) Sending the alarming Notice to Respondents/ Fishs directly corresponds with the time Fishs filed their 2001 lawsuits, forcing the Petitioners into lawsuits by Dereliction of Duty and abuse of the permit process by Clark County .officials.

Clark County's interoffice discriminatory memo states: "The Muresan's, who are immigrants..... As with the previous grading permit, I will let any conflicts over grading and other matters concerning the easement be handled as civil matters between Muresan and Fish in court." They say they don't want to get involved; they are involved because their Dereliction of Duty has caused this injustice. (APPENDIX L, L-2)

There is also a Conflict of Interest in the fact that Clark County Commissioners appointed Judge Wulle, a former assistant attorney general, to the District Court bench in 1997. Except for that fact, that agency could be responsible for prosecuting Respondent/ Pilby for his criminal conduct. (APPENDIX H to H-4)

The Petitioners have tried to stop the flooding caused by the trenches unlawfully dug by Pilby in 1995 according to stated Clark County Grading of Land Handout #101 Rules. (APPENDIX J-8 to J-10) to no avail. Unlawfulness also evidenced by the misrepresented, forged, false and fraudulently obtained 1996 grading permit from Clark County. (APPENDIX J to J-4.)

The Petitioners have gone to considerable expense with engineering studies by William J. Sobolewski to document how the flooding started in 1995 and

how to stop the flooding now. (APPENDIX K, K-2.) The letter from an experienced backhoe company owner, Larry Bullock says, "In my opinion, this work was inferior and unprofessional. The ditches were deeper than the existing county road, etc." (APPENDIX G-4)

The entire neighborhood is still flooding out as evidenced by the letters of John and Judy Webster, Sammie Rhyne and Anna Scott. (APPENDIX J-5 -6 K-3-4.) Linda Coffman says, "In the time we lived at that address we never had flooding of any kind." (1993 to 1995) There was no flooding before Pilby dug the trenches (APPENDIX Q, Writ Petition P7))

On March 4, 2008 Charles Buckley (Petitioners attorney) sent a letter to Grant Broer (Respondents attorney) saying, "First, I believe that the judgment as outlined is far too broad and as such needs to be modified." Buckley also said that he would see that the Petitioner didn't interfere with the Respondents maintaining the easement. This was against the easement law in Washington and exactly why the Petitioners filed an appeal. This is the treacherous attorney the Petitioners employed.
(APPENDIX I, I-2)

Buckley refused to name Respondent/ Pilby in the Appeal and for this reason filed the Appellate brief without review or approval by Petitioners/ Muresan's. Buckley refused to timely file his withdrawal notice and submitted another brief which has disappeared. The App. Court said, "We grant the Motion to supplement their brief. However, we deny their requests, noting that we have already disposed of these claims above." (APPENDIX A-14 in Writ Petition)

Charles Buckley successfully sabotaged his clients Appellate Case. Notes to Clear Up Discrepancies in Unpublished Opinion with "TRUE FACTS" exposes the Respondents lies and court trickery used in conjunction with the shenanigans of Judge Wulle to deprive the Petitioners of peace and quiet enjoyment of their property. Accomplished through an unjust trial, violating the law, tampering with the jury, collusion with the attorneys and a judge ignoring their requests to recuse himself from their case. (APPENDIX F to F-6.) Motion to Disqualify Judge from Case filed March 7, 2007, two months before trial, addressed to Honorable Chief of Justice Robert Harris (APPENDIX N to N-9)

On May 30, 2007 Judge Wulle said he knew nothing about a Preliminary Injunction in this case and yet that was the first action filed by Respondents/ Fishs, through their attorney Denise Lukins, against the Petitioners on November 9, 2001 and granted by Judge Woolard when Victor Muresan was out of the country and couldn't defend himself. Grant Broer now Respondents/ Fishs attorney said he knew nothing about an Injunction either and the Muresan's just brought it up at the May 30, 2007 hearing. Yet Judge Wulle said, "The cause of action has been well known to all the parties." (APPENDIX O to O-5)

The Petitioners have retained four attorneys to Dissolve the Preliminary Injunction since December 9, 2001 when the Respondents/ Fishs refused to appear in court and just cancelled. On May 18, 2007 Petitioners filed Motion to Dissolve the Preliminary Injunction addressed to Judge Wulle. So you see he was being dishonest when he said he knew nothing

about a Preliminary Injunction on May 30, 2007. (APPENDIX M-9)

Judge Wulle was being dishonest when he said they had a jury. (Muresan's paid $250.00 jury fee in December 2003) Judge Wulle notified the Petitioners that a jury was reinstated on May 25, 2007, five days before trial.

> "Reinstate...To restore to a state or position from which the object or person had been removed " Blacks Law Dict. 5th Ed. P 669

However this document was not in the court file until May 30, 2007. The case history supports skepticism concerning the jury was well founded. The jury was not present in the courtroom and the Petitioners felt Judge Wulle was not to be trusted to get them there.

On April 13, 2007 Petitioners were told by Clark County Commissioner Marc Bolt in his office, "to hand a motion to dismiss the Preliminary Injunction to the Judge and ask him to sign it on May 30, 2007. But Judge Wulle told them he knew nothing about an injunction. (APPENDIX O-3)

Petitioners filed a Response to the Citation and sent it to Judge Wulle on August 27, 2007 explaining in great detail the May 30, 2007 hearing, their expectations and disappointment with the proceedings. Property damages, flooding problems and many other issues caused by the Respondents to their land. Their confusion at the May 30, 2007 hearing with him saying he knew nothing about the Preliminary Injunction was therein described. (APPENDIX M to M-7)

Grant Broer filed three months after the "trial" the Findings of Fact and Conclusions of Law on August 31, 2007. (APPENDIX E to E-6)

SOME QUESTIONABLE FACTS

(5) Plaintiffs claims against Defendant..... Plaintiff asserted claims for waste, trespass..... ....Trespass occurs when you go onto the property of another, not onto your own. .....Waste claim was based on a lie told by Plaintiff Brian Fish saying the Muresan's told him they took the railroad ties to their church. That conversation never took place. And the Petitioners didn't belong to a church then. The Fish's ran a home business; didn't get pictures of the thieves? There is no evidence, only the word of someone who waited from July 13, 1998 to 2001 to conveniently discover rail road ties "missing" to use in a frivolous lawsuit and can't prove they were ever there when he purchased the property. (By 2001 the railroad ties would be buried in the ground for 6 years. However Pilby gave a lot of them away before he left the property in 1998).

(6) Defendants claims against Plaintiffs..... Defendants asserted counter claims for waste and trespass--- Hay was being taken off the easement by the Fish's when their deed allowed only ingress, egress and utilities, nothing more...Trespass follows the taking of the hay which Brian Fish admitted to under oath in a November 10, 2003 Deposition. (APPENDIX O-2) Their use of the easement is formed "By the DOCUMENTS" according to Judge Wulle which stated ingress, egress and utilities. The law is right, the Judge is wrong; Justice was circumvented by trickery.

(9) "Defendants failure to participate in trial --- Grant Broer's own clients were not present in the court room before the Muresan's left, they were not on time and Broer covered-up by saying,

"All parties appeared for trial on May 30, 2007."

Broer referred to his clients as his witnesses, not Plaintiffs and Third-Party Defendant. Representing both parties is a Conflict of Interest which caused Judge Wulle to put off the trial for 7 months. The delay was blamed on the Petitioners on May 30, 2007 by Judge Wulle when he admonished them:

"This is the oldest civil case that I have in my tank, it dates back to 2001. You have been through six different attorneys."

This was a hostile environment. The Respondents have had 5 attorneys, four from the same prepaid law firm and represented Pilby in the past according to Denis Lukins letter of September 27, 2001,

"Previously this office represented the Fish's predecessor in interest, Jeff Pilby."

Grant Broer was in and out of the Judges chambers several times before trial that day. Judge Wulle knew there were six attorneys and but not a Preliminary Injunction signed by Judge Woolard?

(10) Jury Dismissed---As a result of the Defendants failure to participate in the trial, court dismissed the jury....When the Judge told the Muresan's that he had no knowledge of an injunction and this was parroted by Grant Broer, who were served with documents May 18, 2007, the Muresan's believed their was no injunction, no trial and left. There was no jury present in the courtroom to dismiss. Judge Wulle and Grant Broer previously dismissed a jury, to blame Albert Schlotfeldt, Petitioners attorney which created a doubt exhibited by the Petitioners.

SOME CONCLUSIONS OF LAW

Petitioners find it strange that Respondents do not cite any laws giving them the legal right to control and seize the easement property for themselves. Petitioners have been extorted for the last 8 years by Respondents/ Fish's and since June 2, 1995 by Respondent/Pilby who dug the trenches, stole the top soil and flooded out the whole neighbor hood. (APPENDIX E-5 to E-6)

(1) Plaintiffs claim for trespass was granted ..... Their claim is unlawful, fraudulent..... Petitioners submitted proof they own the land the easement is on and hold a servient estate. Solid Washington case law confirms that the owner of a servient estate has the right to use his land for any purpose not inconsistent with its ultimate use reserved for easement purposes. According to the deed those rights of the Plaintiffs/Respondents are for ingress, egress and utilities only. Drake v Owen, 136 Wn. App 1021 ((2006) (citing) Walton v. Capital land, 252 Va.324, 326-27, 477 S E. @nd 499 (1996) The Petitioners have never interfered with those rights of ingress, egress and utilities of Plaintiffs/ Respondents and there is no evidence to show they have interfered. (APPENDIX S- S-4)

(2) Plaintiffs claim for waste was granted..... Their claim is unfounded..... Petitioners state that lies about the theft of rotten railroad ties to use at his church is slanderous and totally false. The railroad tie placement widening the roadway from the original 12 feet to 20 feet is the real motive behind this frivolous lawsuit.

This will ready the land for additional home sites on the Respondents property. On October 24, 2001 they got the opportunity when the Respondents got the alarming notice from Clark County about the Petitioners grading permit application. If granted "This will alter the work that was done in 1996 under a previously approved Grading Permit (GR960124), which was issued to dig the ditches." It was marked for Mr. Marc Boldt Commissioner from the Development Engineering Department from Clark County. Seems Marc Boldt is playing both sides of the issue. Since this work was done in 1995 not 1996 the county is engaging in covering up shoddy workmanship causing the area flooding. Buckley refused to include Respondent Pilby in the appeal filed for the Petitioners. Judge Wulle owes his soul to Clark County Commissioners who put him behind the bench. Why would Judge Wulle refuse to issue a written ruling from the court.? (APPENDIX O-5)

==========

CONCLUSION

We do not believe in corruption. We do not believe in conspiracy and prejudice. We wanted our case to be handled professionally, honestly and allowing us our freedom of speech we earned 25 years ago when we became American citizens. We want justice in our case. It is our Constitutional right to have a fair trial and a fair judge. That is why we have brought this case to you, The United States Supreme Court.

Please Consider Our Case,
Justice for One is Justice for All

CASE NO. 09-1081

IN THE SUPREME COURT OF THE UNITED STATES

VICTOR & VIORECA MURESAN

PETITIONER

v.

BRIAN & CARI FISH, et. al

RESPONDENT

PROOF OF SERVICE

I, VICTOR MURESAN ,do swear or declare that on this date, June 11, 2010, as required by Supreme Court Rule 29 I have served the enclosed documents PETITION FOR A REHEARING on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by *delivery to a third-party commercial carrier for delivery within* 3 calendar days.

The names and addresses of those served are as follows :

BRIAN & CARI FISH
18900 N. E. DAVIS ROAD
BRUSH PRAIRIE, WA. 98606

JEFFERY D. PILBY
2319 HOLLY COURT
ROCKLIN, CALIF.95765

GRANT CLARK BROER
8904 N.E. HAZEL DELL AVE
VANCOUVER, WA. 98665

I declare under penalty of perjury that the foregoing is true and correct to the best of my ability.

Executed on June 11 ,2010

Victor Muresan

CERTIFICATE OF COMPLIANCE

CASE NO. 09-1081

VICTOR & VIORECA MURESAN
Petitioner(s)

v.

BRIAN & CARI FISH, et. Al.
Respondent(s)

As required by Supreme Court Rule 33.1 (h), I certify that the Petition for a Rehearing on the Petition for a Writ of Certiorari contains 3.000 words,(not to exceed 3000 words) excluding the parts that are exempted by Supreme Court Rule 33.1 (d).

I declare under penalty of perjury that the foregoing is true and correct to the best of my ability.

Executed on June 11, 2010

VICTOR MURESAN

CONTINUING INDEX TO APPENDICES

FOR REHEARING ON

PETITION FOR A WRIT OF CERTIORARI

CASE NO. 09-1081

APPENDIX F Notes to correct Discrepancies in Unpublished Opinion Appellate Case No. 36877-3-11

APPENDIX G Petitioners letter to Charles Buckley concerning grievances against the respondents and employment terms for Appeal case April 18, 2008.

APPENDIX H Judge John P. Wulle censured by Judicial Commission for "shocking behavior", improprieties, demonstrating a lack of personal insight. Appointed by Clark County Commissioners in 1997. Clear Conflict of Interest in this Case. December 8, 2007

APPENDIX I Charles Buckley's letter to Grant Broer (attorney for respondents) undermining the petitioners Appellate Case by selling out his clients easement rights proving "ineffective assistance of counsel", Conflict of Interest and Collusion, March 4, 2008

APPENDIX J Respondent Pilby's July 29, 1996 forged, falsified Grading Permit from Clark County for damages to Petitioners property in 1995.

APPENDIX K William J. Sobolewski, P.E. Consulting Engineer (expert)

Report on ditches and flooding
February 26, 2002

APPENDIX L E-Mail to Clark County Chris Horne approving the questionable Permit and calling the Petitioners "immigrants" and "feuding!"

APPENDIX M "Response to Citation" addressed to Judge John P. Wulle, Case No.01-2-04256-8 declaring and demanding Constitutional Rights to a jury trial petitioners had already paid for in December 2003. August 27, 2007.

APPENDIX N Petitioners filed a "Motion to Disqualify" Judge John Wulle on March 7, 2007.

APPENDIX O Transcript from May 30, 2007 in which Judge John Wulle states: "they (Fish's) may do what the *easement permits them to do* by the documents." Pg.55 line 5-6

APPENDIX P Original Deed from Edna M. Cook granting, "for the uses and purposes therein mentioned" March 24, 1980

APPENDIX Q Petitioners deed states; "and ease-*ment recorded under Auditors file* No. 8003250116." May 25, 1995.

APPENDIX R Respondent Pilby's deed states: "Together with a 60 ft. easement for ingress, egress and utilities." November 3, 1993.

APPENDIX S Respondents Fish's deed states: "Together with a 60 ft. easement for ingress, egress and utilities." July 13, 1998. No right to anything that grows on it, to maintain it, etc.

APPENDIX T Petitioners are the landowners. (Undisputed fact) They pay the mortgage and taxes and are fined by Clark County if weeds grow unabated. They endure all the liabilities while being deprived of the benefits from their land.

APPENDIX U Land. In the most general sense, comprehends any ground, soil, or earth whatsoever; including fields, meadows, pastures, woods, moors, waters, marshes and rock. *Blacks Law Dict.* 5th *Ed.* 453

APPENDIX V Land. In law the word includes everything above and below the surface – even gases, liquids and buildings. Modern Legal Usage 2nd Ed. 497

APPENDIX W Trespassor A person who enters on the property of another without any right, lawful authority or an express or implied invitation

APPENDIX G

Charles H. Buckley, Jr.
Attorney at Law
1409 Franklin Street, Suite 204
Vancouver, WA 98660

Victor and Vicky Muresan
18716 N.E.Davis Rd.
Brush Prairie, WA 98606

April 11, 2008

Dear Mr. Buckley,

We wanted to inform you what we wanted to do for the appeal. I have discussed our conversation after our meeting on April 7, 2008 with my wife and we have decided to include Mr. Jeff Pilby in the appeal.

1. He damaged our property.
2. The trial judge dismissed waste claim.

We want him to pay for the damage he caused including replacing the fence that is still buried in the ground. he has trespassed our property.

I understand that he filed bankruptcy. He is still responsible for damaging our property regardless of the bankruptcy we want him included in the case. The estimate for the damage he has caused was for over $12,000. plus every year since 1995 the property was damaged and flooded. Our property is still damaged and the value is decreasing

each year. He was taken off the case because the Judge stated that there is a 3 year Statute of Limitation. Before the trial we have consulted with many attorneys who said that there is not a Statue of Limitation when the property is presently in damaged condition.

We would also like all of our claims against the plaintiffs Fish reinstated and included back in the case for this appeal. The following claims we would like included:

1. Claim for Trespass
2. Claim for Waste

All of the claims that were denied we want re-included in the appeal. The Fish family conducted illegal business on my property from 1998 until 2004. They abused the easement right for ingress, egress and utilities in a residential area. The Clark County law enforcement stopped them. He lied under oath in court that I have taken over 40 rail rods. I only took 4 rail rods from the drainage area. He practiced criminal perjury. He stole over 75 rail rods from my property. In 1996, the third party defendants the Pilby family illegally installed over 125 rail rods on my property without my permission. Before the property was sold, Mr. Pilby gave 45 real rods to a friend of his. About 80 remained on my property. In October 1999 Mr. Fish stole about 75 rail rods. I ended up removing only 4 from the dangerous draining area. I had to do that to fix the dangerous holes that Mr. Pilby caused to prevent the neighborhood children from falling into them. In 2001 Mr. Fish put a wrongful preliminary

injunction against me. To put trespassing and a restraining order against me on my own property doesn't exist under the Washington Law.

The plaintiffs Fish are to be responsible for all of the attorney fees and costs. In 2001 they filed suit against us. They have no right. Legally, it was our property from the start. According to the legal documents we have, they have the right to use the easement road for ingress, egress and utilities and utilities and nothing else.

Please send me any paperwork you have for the appeal before you send it to court. When you prepare the brief, please send a copy to us before filing it in Court of Appeals.

We appreciate you working with us.

Thank you,

Victor Muresan Vicky Muresan

Rec Charles Buckley
4/14/18

July 24, 2008

To Whom It May Concern:

In September of 1995, I, LARRY E. BULLOCK, was working for John Webster on the east side of the Muresan property. I was approached by Victor Muresan who called my attention to the trenches in the Easement road. In my opinion, this work was inferior and unprofessional. The ditches were deeper than the existing county road, which caused water to back up across the Easement road and into the Muresan's family property. Mr. Muresan asked me for an estimate on how much it would cost to fix the problem. I was not hired at the time because of time and financial considerations.

_____

Larry E. Bullock
Bullock's Backhoe Service

Subscribed and sworn before me by _____ this 24th day of July, 2008.

Elaine L Kissinger

Notary Public

My Commission Expires Oct. 22, 2009.

APPENDIX I

Charles H Buckley
Attorney at Law

March 4, 2008

Grant Broer
Attorney at Law
8904 N.E.Hazel Dell Ave.
Vancouver, WA 98665

RE: Fish v. Muresan v. Pilby
Superior Court Case No. 01-2-04256-8

Dear Mr. Broer:

I am in response to your e-mail of February 29, 2008. Let me outline what I would believe to be a reasonable resolution of our client's issues.

First, I believe that the judgment as is outlined is far too broad and as such needs to be modified. I do not believe that it would be harmful to amend the language on the judgment to reflect the easement issues. That is to say, that Mr. Muresan should be able to use the property that the easement exists upon with the understanding that he will not interfere with your clients easement right or further he will not interfere with the present easement location and status. I would propose that your client should be granted the right to maintain the present easement and present location without any interference by Mr. Muresan or any of his agents.

I would further note that Mr. Muresan would agree not hamper or hinder the easement as it exists at this time, either by blocking or somehow facilitating a deterioration of the easement. Your client's of course, would have to agree not to interfere with Mr. Muresan's use of the other property that the easement exists upon, which is his right under general easement rules.

I make this proposal not as a firm offer, but rather as rhe ground work for reaching a resolution in this case. I would appreciate it if you could contact me upon review of this with your client so that we may discuss a resolution.

Very truly your,

Charles H. Buckley

CHB:lmb
CC: Victor Muresan

1499 Franklin Street, Suite 204,
Vancouver WA 98660
Phone: 360-693-2421
Fax: 360-693-2430
E-mail: chuckley@chuckley law.com

APPENDIX J

CLARK COUNTY
GRADING PERMIT APPLICATION

Date--7/29/96 Permit No.-- GR960124
Address--18900 N.E.Davis Road
Legal Description--Easement described in Section 2/2-- 207645
Owner--Jeffery D Pilby, PO Box 930 Brush Prairie, 98606, Phone 260-9431
Contractor--Not Applicable – Title attached
Contractor License--Not Applicable
Type of work and amount—grading
Excavation—51-100—cu. yds.
New depth of excavation--? Area Covered_____
New depth of fill_____ Area Covered_____

Description of work and intended uses:
Sloping ditches to drian (?) matiel (?)
Storm water to street, small winter stream washes across road in the winter-photos
Application accepted by-- MK
Approved for issue by-- Dennis L. Carlson
Plan Check--$20.00 Date—7/29/96
Permit Fee--$60.00 Date—9/04/96

Conditions of Approval
1. Permit good until_____
Conditions attached to Permit
Only grading activities are included in this permit. No structures or utilities are included.

Permit To Be Reviewed By
Drainage ok Dennis Carlson Date-8/29/96
Enviro_____

Maintenance_____
Transportation_____
Land Dev. ok Dennis Carlson Date-8/29/96
Construction_____
Flood Plain_____
Other-Site Visit ok Dennis Carlson Date-8/29/96

NOTICE

This permit becomes null and void if the work authorized is not commenced within 120 days, or if work is suspended or abandoned for a period of 120 days at any time after grading is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating this type of work requiring approval or permit.

If the erosion control measures detailed on the approved plan are not complied with, any permits issued will be revoked per CCC 13.26.14 and a stop order issued.

If the erosion control measures as approved are not adequate, additional plans and controls will be required per UBC 7006 g. Also a stop order will be issued.

Signature of Contr., or Authorized Agent/ Date--
Not Applicable
Signature of Owner/ Date – Jeffrey Pilby 7/29/96

BECOMES PERMIT
WHEN PROPERLY VALIDATED

Activity No.-- GR960124 Project No--.- 0029533
Status--------APPROVED Validated by— -----MK
This type---Grading Permit Team ----------WQ
Title—Pilby Grading Permit Applied—--------7/29/96
Parcel No.----207645-0000 Approved--------9/24/96
Group Occup-uses_____ Completed_____
To Expire____ __3/3/97

Owner---MURESAN VICTOR & VIORECA
Applicant---JEFFERY D. PILBY 98606
Applicant address --PO Box 930, Brush Prairie, WA
Phone No.---260-9431
Job Address---18716 N.E.DAVIS ROAD
First legal—
#2 Lot 2 SUB-DIV NISSON EST 3.92 A M/L
Plat No—
070170 NISSON ERTATE SUB-DIVISION OF
Census tract –40601 School district: 98
Class code_____
Valuation_____
Construction—Other
Description---GRADING FOR DRIVEWAY

Excavation/ Cubic Yards—51-100
Max depth of exc (ft)---------?
Area Covered----------?
Desc. work & intended use—
GRADING FOR DRIVEWAY
LOCATION—18900 N.E.DAVIS RD.

GRADING

G001—GRADING SHALL NOT REDIRECT WATER TO COUNTY DITCH W/O WRITTEN APPPROVAL FROM COUNTY MAINTENANCE

DEPT. DISPOSITION OF GRADED SOIL IS A MATTER BETWEEN THE OWNER AND APPLICANT. GRADING NOT TO OVERBURDEN THE EASEMENT OR DENY ACCESS TO ADJACENT PROPERTY

GR05 ---ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO ANY DISTURBANCE CAUSED BY GRADING AND SHALL CONFORM TO THE REQUIREMENTS OF CLARK COUNTY EROSION CONTROL ORDINANCE CH. 13.27

GR31---ALL EXPOSED AND UNWORKED SOILS SHALL BE STABLISED BY SUITABLE APPLICATION OF BMPs. FROM OCTOBER 1 TO APRIL 30, NO SOIL SHALL REMAIN UNSTABILIZED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 7 DAYS..

APPLICATION SUMMARY
(Details same as above)

Applicant: (False, No Permission given)
MURESAN VICTOR & VIORECA
Owner:
MURESAN VICTOR & VIORECA

(Also Jeffrey Pilby submitted a sketch totally out of proportion with no semblance to reality. These pages establish the theft and disposition of soil of Petitioners, 14 months before Clark County approved this false permit, and discrimination.

October 13, 2001

We are writing this statement at the request of Victor, our neighbor whom is to the west of us,

This statement is regarding the easement that is in between our property lines. We moved here in October of 1993. At that time there was no fencing done on our property. We fenced in our property line with field fence with barbwire on top and bottom. The field fence was kept approximately two inches above the ground. We then ran a barbwire along the field fence, which was above the ground.

Jeff, our neighbor to the North of us was building his home and doing improvements to his property. The easement at that time had a small drainage ditch that sloped toward the road, so the water from the rains would drain off the pastures evenly and down the small drainage ditch to the ditch on the road. There was plenty of grass growing to filter the water evenly so ponds of water would not build up. Jeff for some reason decided he wanted a larger ditch built and a culvert put in.

From what we remember he rented some equipment and dug another ditch much larger, and took all the dirt out and put it in his back property to fill in another area that collected a lot of water when it rained.

As he did this a lot of the dirt was pushed up onto our field fence, covering our field fence and barbwire under ground, and is now rusting out. This has also created a problem of the rainwater's to

flow off of the pastures evenly. Because Jeff did not dig that ditch to flow towards the road, it now builds up and causes much flooding in one area towards the back of the easement. This is our statement to the best of our knowledge.

John and Judy Webster
18904 N.E.Davis Rd.
Brush Prairie, Wa 98606

NUTTER CORPORATION
7211-A N.E.43rd Avenue
Vancouver, WA 98661-1311

Proposal Submitted to:
Victor Muresan
18716 N.E.Davis Rd.
Brush Prairie, WA 98606
(360) 892-7162

Work to be performed at:
Same

Date- 6/28/2005 Estimator: Russ Marks

Description: Remove and Replace 500 lf of 48" fence (6" x 6" ?lesh, steel T-Posts, and single barb wire on top)_____$5200.00

Exclusions: Permits or fees / sales tax
Notes: Includes: Labor, Grading equipment and approximately 400 cy fill dirt.

Proposal Total _____$5200.00
Nutter Corporation Date-6/29/2005
Authorized Signature _____(unreadable)

NUTTER CORPORATION
7211- A N.E. 43RD Avenue
Vancouver, WA 98661-1311

Proposal submitted to:
Victor Muresan
18716 N.E.Davis Road
Brush Prairie, WA 98606
(360) 892-7162
Date- 12-5-01

Work to be performed at:
Same

Scope of work: Fill approximately 900 lf of ditch and leave with mowable surface.

Purchase and Haul Fill Dirt-
400 cy @ $12.50/yd = $5000.00
Fill Ditches and Grade Smooth-
10 hrs Bulldozer @ $90.00/ hr = $ 900.00
Move Dozer in and out-
2 hrs transport truck @ $75.00/hr = $ 150.00
Blow hay mulch over exposed soil-
2000 sy @ $ .25/sy = $ 500.00

Sub total	$6500.00
Margin @10%	$ 655.00
TOTAL	$7205.00

Exclusions:
1) any permits or inspection fees (2) sales tax

Proposed Total
Proposal includes material and labor as required in accordance with the above specifications.
Approximate Total Cost $7205.00
Nutter Corporation Date 12-5-01
Authorized Signature_____-Russell J. Marks
11264 (hard to read)

GRADING OF LAND
CLARK COUNTY WASHINGTON
DEPT. OF COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION
1408 Franklin Street
Vancouver, WA 98660
(360) 397-2375 ext.4489

Handout #101 Revised 7/25/01

Pg. 1- The purpose of a grading permit is to review the grading proposal prior to any land movement to ensure the activity will not negatively impact the environment or existing man-made structures.
A grading permit is required for any grading of land, unless exempted below:
(9) A fill less than three (3) feet in depth, not intended to support structures, that does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course.(Fill does not include soil amendments and is not subject to limitations.)

Pg. 2 – If you are changing the drainage patterns or stormwater runoff characteristic, conformance with Clark County Code (CCC), Chapter 13.25 Storm-water Control Ordinance is required. Erosion and sediment control in accordance with CCC 13.27 is required during all grading activities, unless specifically exempted.

Pg. 3- Farming activities that are exempt:
Drainage facilities when there is no expansion or obstruction; Maintenance of existing roads to include roadway resurfacing. Does not include change or culvert size or drainage facilities, and the embankment has not changed; etc.

Farming activities that are not exempt:
Adding more than 50 cubic yards of fill; New drainage ditches when excavating over 50 cubic yards of material; Landscaping; Roads when there is more than 50 cubic yards of fill.

Pg. 5 – After the Grading Permit is issued the next step is to notify the County's Development Inspection section at (360) 397-2499, no less than two (2) business days prior to the start of any element of on-site or off-site construction work or inspection requests. Once the inspection staff is notified that work is starting, all necessary erosion and sediment control facilities must be installed and inspected. No grading shall begin until the erosion control facilities are approved.

Pg. 6 – Any grading not shown on the approved grading plans are not approved and shall not commence without prior approval.

Pg. 7- (4) Narrative
A written narrative shall be submitted that describes the existing conditions and proposal in detail. The narrative must identify the total cubic yards of cuts and fills, location of cuts and fills, and any cuts and fill required off-site for the project.

(5) Proposed Grading Plan:
Entire legal lot included, drawn to scale, showing north arrow, property lines, easements, cuts and fills, footprint of existing structures, abutting streets (names, centerline, curb and sidewalk), driveway locations, and utilities. (NOTE: For large lots show only the areas to be graded and tied to a

property line; Topography with existing and planed drainage features and structures; Location of any existing environmentally sensitive areas on the site, as indicated in the GIS materials; Existing surfacing and features on all portions of the site, such as asphalt, landscaping, lawn, gravel, stormwater swale, etc.; Existing and proposed drainage conditions / facilities; and Proposed finished grades and limits of grading per CCC 13.25.

Pg.-8- (6) Proposed Erosion Control Plan:
An erosion control plan consistent with CCC 13.27 shall be submitted to include: Proposed Best Management Practices (BMP"s) to prevent sediment from discharging onto abutting properties and sensitive areas; and location of existing drainage facilities.

(7) Copies of Easements or Right-of-Way Agreements:
Copies of any necessary easements or right-of-way agreements for off site work and or access must be submitted.

Respondent Jeffrey Pilby is in violation of the Clark County Grading Permit Process by falsifying the applicant on his July 29, 1996 permit as Muresan Victor and Vioreca. He also stated he was grading for drive way when in actuality he was digging holes along the roadway and deposited the Petitioners soil on his own property. An estimated soil replacement cost is $ 7205.00 and establishes the value of his theft. The storm water is now polluting the China Ditch after it runs over pasture land thereby picking up and transporting the manure.

APPENDIX M
FILED Aug. 27, 2007
Sherry W. Parker, Clerk, Clark Co.

SUPERIOR COURT OF WASHINGTON
FOR CLARK COUNTY

CASE NO. 01-2-04256-8
RESPONSE TO THE CITATION
TO HONORABLE JUDGE JOHN WULLE

BRIAN FISH and CARI FISH
husband and wife,
Plaintiffs,
Vs.
VICTOR MURESAN and VIORECA MURESAN
husband and wife,
Defendants/ Third Party Plaintiffs
Vs.
JEFF PILBY and JANE DOE PILBY
husband and wife,
Third Party Defendants

Defendants and Third-Party Plaintiffs in this case, Victor and Vioreca Muresan left the court room on May 30, 2007 after they talked to Judge Wulle. When they appeared at trial at 9:00 a.m according to the scheduled time there was no information about the trial on the entrance door. Typically, whenever there is a trial, there is information posted about the trial. We arrived at the court room at 8:50 a.m. and waited to see if the trial was going to be held. As we walked into the courtroom, we noticed there were no plaintiffs, no third party defendants, only one attorney, Mr.Broer in the

room. Until 9:10 Mr.Broer appeared from the judges office and returned back and forth a few times. At 9:10 Judge Wulle came in to the court room and told us to sit in the front of the court at the table.

I, Vioreca brought a Motion to Dissolve the Preliminary Injunction. This motion was filed in court on May 18, 2007; I sent a copy to Mr. Broer's office. This injunction was obtained by the Plaintiffs in October 2001. As I held the Motion to Dissolve the Preliminary Injunction, I asked the Judge Wulle to sign it so that we can start fixing the property before we risk foreclosure and losing our business. Judge Wulle replied: "I don't know any thing about the Preliminary Injunction." Then Mr. Broer replied: "They just started with this." These words led us to believe that there is no Injunction and that we could fix our property.

Both Judge Wulle and attorney Broer claim that they do not know anything about the Preliminary Injunction. We also told the Judge that we were not given enough time to prepare and hire an attorney to represent us for the trial with the jury. (We had 1 day before the trial to prepare.) He said that we knew a long time ago that we had a jury. (The jury was taken away from us a long time ago) They gave the jury back to us after we complained that according to our Constitution we have a right to have a jury trial. They re-added the jury on May 25, 2007.

We stayed in the court room until 9:20 a.m. and no one came in for the trial, and because we were told by the Judge that there is no Injunction on our property, we did not have any reason to stay in the

court room. Mr. Broer falsely accused us with the statement he filed in court on May 30, 2007 that he told us to stay for trial. That is not true. He did not tell us that there was going to be a trial that day. If anyone told us, we would have not left the court room. It is not true that we failed to participate in the trial. That truth is that the attorney's clients (Mr. and Mrs., Fish and Me. Pilby) failed to be in court at all on May 30, 2007 at 9:00 a.m. when the trial was scheduled. It is hard to believe that they appeared in court after we left. We deny everything that occurred in the court room after we left. Whatever occurred was against the law.

We are not be held responsible for any attorneys fees and costs because we were mislead by the court and attorney Mr. Broer. Mr. Fish initially sued us. By the Washington law, they cannot make us liable for the attorney's fees and costs.

We participated in the trial, even though we were not represented by an attorney. We could no longer afford an attorney because we spent over $25,000. in this case. Because we were not represented, we feel that we were taken advantage of. If we made mistakes in this case, it is because we came from a foreign country and since we were not represented by an attorney we did not know any better. We may misunderstood the rules and regulations about the trial. We understand that whenever a trial is scheduled, that all parties involved are to appear in the court room on the scheduled date and time. Since the involved parties were not at court, we believed there was no trial.

We understand that Mr. Fish wants money for the rail rods. First of all he did not pay for them, and they were on our property. He stole them from us and kept them in his back yard in the bushes. Two of our sons and I, Vioreca saw him. His deposition Exhibit 1 admitted that he took them from the easement. After Mr. Pilby sold his property, he gave away lots of rail rods to his friends; some people came and picked them up from the easement. Mr. Fish also called our neighbor to cut the grass from our easement and he gave him 4 rail rods. Victor picked up only 4 rail rods that were left in front of the drainage. We wanted to have access to the drainage because it was done unprofessionally. It was very deep, had wide holes in the ground, and was really dangerous. Children playing outside could easily fall into the drainage. At least three or four children were be dropped off by the school bus at their house. They would always walk through the ditches, through the tall grass. They could not possibly see the drainage. That is the reason why we removed the rail rods from the front of the drainage and put some dirt in the drainage to protect their children. We did not do this with bad intentions.

After they came home from their 4th of July vacation, Mr. Fish came to our house and demanded that Victor put the rail rods back. He saw those 4 rail rods in our back yard. Vioreca told him that they had to remove them all so that we can cut the big grass from the easement. The next day Mr. Fish and his son removed the remaining rail rods and stored them in their back yard in the bushes. The property looked like a jungle. We

could not maintain it because of the deep ditches and the rail rods.

We cannot believe that he has the guts to ask for money and lied that we have 40 rail rods. We will never pay a penny because he has the rail rods and not us. According to the law, he practiced perjury with his false accusations. He lied to the justice. Mr. Fish had no right to sue us because the easement is our property (See Exhibit 2) Besides ingress and egress he doesn't have the right to touch the property. I pay taxes for the easement and by law we have all rights to it. All of his complains were full with lies. We cannot believe that he is using our property for free and is now suing us because of our property. We are shocked that he is capable of doing such things with us. He sued us, we did not sue them. They started all of this trouble. Since they moved here, they started feuding with us. Now that we started to use the road, we could have both can participated to maintain the road without any difficulties.

When Mr. Pilby lived here, he sprayed the grass in front of the easement with chemicals and our cow bend over to eat it and died with the calf in her. We do not want this to happen again because someone else wants to maintain the easement. The easement is 25,000 square feet, over half an acre. We want to collect hay for the animals. I can collect over 42 bales from 2 cuts of grass each year. We did not agree that Mr. Fish maintains the rest of the land over the road. In the deed, it clearly states that it's solely for ingress, egress and utilities. They want us to restore the ditches back on the ease-

ment. That will never happen. We do not want no ditches and water overflowing our facility. We do not risk our patients in danger of flooding. When it is raining, all of the water from the China ditch comes through the ditches onto our property, causing a major flood.

If we have to go talk with the Governor or Senator, we will go to protect the rights to our property. I am not going to put my patients in danger because of someone else's ignorance. They do not have the right to tell us what to do on our property.

On April 13, 2007 we had an appointment with the Clark County Commissioner Marc Boldt in his office. I explained to him our situation and he agreed to come to look at the easement. After he took a look at the easement, we communicated again. After the second conversation with the commissioner, he told me that there is an Injunction on our property. We told him that we filed a Motion to Dissolve the Preliminary Injunction.

The commiss-ioner instructed us to hand a motion to dismiss the Preliminary Injunction to the Judge and to ask him to sign it on May 30, 2007. He also told us to tell the judge that if Mr. Pilby did not need a permit to damage the property, we did not need a permit to fix it. Mr. Pilby did not have a permit. He retained one 15 months after he finished damaging our property. After Judge Wulle said that he didn't know anything about the Injunction, we purchased the dirt to fix our property. Commissioner Marc Boldt came and saw the property after we fixed it and he said that it looks good.

We almost lost our property and our business because of their Injunction. I have proof that we lost over $100,000. per year because of the wrongful Injunction. Two weeks after we fixed our property, we welcomed two additional patients in my facility.

According to the law, Mr. Pilby did not have the right to remove the dirt from our property (See Exhibit 3) He took pictures from the 1996 flood and falsely informed the Clark County that there is water on the easement and that he has to protect the road. The ditches caused the flood on our property. Clark County gave him a permit after he finished the ditches just to cover him. He dug the ditches without a permit. Because of this he buried the fence with the dirt so now we have to replace it. That alone is going to cost us over $5,000. Because of the Injunction that Mr. Fish obtained, we spent over $25,000. We did not have a chance to defend ourselves and be able to tell the jury the real truth about this matter. We are going to ask for a re-trial.

By our Constitution, we have the right to a fair trial. We want justice with this matter. We ask the Court to dismiss the judgment against us because we were mislead. (misled)

Date: 8-27-07

_____(UNSIGNED)_____
Superior Court Judge John Wulle

_____ _____
Victor Muresan Vioreca Muresan

Mr. Broer: Right.
The Court: --and do what they have to do to maintain it. Okay. And no one shall interfere with that.
Mr. Broer: Very Good.
The Court: Okay. Anything else you need for the record?
Mr. Broer: No just that I'll submit to you supplemental in my request for attorneys fees and you—you'll—you'll give me a written ruling, I presume, on that, or---
The Court: No
Mr. Broer: Oh, no. Okay
The Court: No. We'll just put it on the docket.
Mr. Broer: Okay. Very good.
The Court: Give me a courtesy copy ahead of time, put it on a Friday docket. I'll have a chance to look at it.

DEPOSITION
NOVEMBER 10, 2003 10:04 a.m.
VANCOUVER, WASHINGTON

.....

BRIAN MARK FISH

Called as a witness in behalf of Defendants, having first been sworn by the Notary, testifies as follows:

PAGE 7 (Exhibit No. 1 marked)
BY MR. MITCHELSON: (Petitioner's attorney)
Q----What I want you to do is put the road on the diagram as best you can, where you think it's located approximately in relation to—
A----To the lines that are provided here?
Q----That's correct, uh huh

FILED: May 18, 2007
Sherry W. Parker, Clerk, Clark Co.

SUPERIOR COURT OF WASHINGTON
FOR CLARK COUNTY

CASE NO. 01-2-04256-8
MOTION TO DISSOLVE
PRELIMINARY INJUNCTION

BRIAN FISH and CARI FISH,
Husband and wife.
Plaintiff's,
Vs.
VICTOR MURESAN and VIORECA MURESAN
Husband and wife,
Defendants and
Third-Party Plaintiff's,
Vs.
JEFF PILBY and JANE DOE PILBY
Husband and wife,
Third-Party Defendants.

TO HONORABLE JUDGE JOHN WULLE:

I, Victor and Vioreca Muresan defendants and third party plaintiffs in this case, ask the court to dissolve the preliminary injunctions.

The preliminary injunction was set in 2001 from the plaintiffs the Fish family. It was a wrongful and illegal preliminary injunction because I was out of the country at the time they filed the injunction. At that time I did was not able to

defend my self and the court favored the Fish family. I ask the court to dissolve the preliminary injunction as soon as possible, I would like to fix my property before I am forced to foreclose and even lose my foster care business.

_____

JUDGE JOHN WULLE

_____ _____

VICTOR MURESAN VIORECA MURESAN

Date: May 18, 2007

APPENDIX N
FILED: March 7, 2007
Sherry W. Parker, Clerk, Clark County

SUPERIOR COURT OF WASHINGTON
FOR CLARK COUNTY

CASE NO. 01-2-04256-8
MOTION TO DISQUALIFY JUDGE FOR CASE

Brian and Cari Fish
18900 N.E.Davis Rd.
Brush Prairie, WA 98606

Victor Muresan
18716 N.E.Davis Rd.
Brush Prairie, WA 98606

Grant Broer
Attorney at Law
8904 N.E.Hazel Dell Avenue
Vancouver, WA 98665

To Honorable Chief of Justice, Robert Harris:

The Defendants and Third-Party Plaintiffs in this case, Victor and Vioreca Muresan ask the court for an order disqualifying Honorable John Wulle department 2 from hearing any matter, proceeding or trial of the above action for the reasons that:

Said judge to be prejudice,
Said judge to be unfair,
Said judge to conspire with attorneys.

On February 20, 2007, I, Victor Muresan filed a motion to disqualify the current judge of our case for the above listed reasons. To make sure that the court has received my requests, I am filing a second

motion. On February 23, 2007, I have also filed a cancellation of the hearing with Judge John P. Wulle because of the motion to disqualify Judge from our case. Even though, I filed for a cancelation and a request to disqualify Judge John P. Wulle, he continued with his decision, setting the trial date without my presence in court and agreement to the decision. (see letter dated February 23, 2007) Ever since the beginning, this trial was set to have a 12 person jury which I have paid for. A letter dated August 20, 2004 indicated that the jury is going to be present during trial, but now the latest letter I received from February 23, 2007 indicated that this case has been set for non jury trial.

I, Victor and Vioreca Muresan ask for your permission to explain the details why I am asking to disqualify Judge John P. Wulle from this case.

In May 1995, we bought our current property at 3.92 acres. At the same time, our neighbors' followed easement law to ingress and egress the easement road. After the second day of moving into our new house, the Third Party Defendant Jeff Pilby build two very deep and large ditches on our property at almost 1000 feet long, removing all the dirt to his property. When he built the ditches, he did not have any permits to allow him to build on my property. After 1 year and 3 months, Clark County released false permits in our name. (Applicants Victor and Vioreca Muresan.) Clark County Law enforcement said the only way they could have worked on our land, is with our permission.

When the previous neighbor started working on my property, I confronted him about the damage he did to my property. His response was that if I did not like it, I was to go back to my own country. During this time, I consulted many attorneys. They asked for a minimum of $10,000. in the trust account. Because I just purchased the property, I did not have the funds to pay for an attorney. In 1998, the previous neighbor sold his property to the Fish family. The Fish family continued to cut the hay from my property and use my land as if it's their own,

In October 2001, when I started to fix the damage done to my property, the Fish family sued me and put a wrongful restraining order, trespass, and preliminary injunction on my property. During this time I was in Europe. In November 2001 when I came back from Europe, I hired an attorney to represent me in the hearing that was scheduled December 9, 2001. After the response from my attorney, the plaintiffs cancelled the hearing, having no law to support their case. The first attorney was hired only for the hearing.

In April 2002, I hired attorney Robert Mitchelson to represent me in this case. When I hired him, he promised to go to court and dissolve the preliminary injunction very soon. From April 2002 to 2004 no changes have been made. When we confronted the attorney, he refused to work on our case any longer. I was obligated to cancel him as our attorney. Some time after April 2004, Robert Mitchelson was still on the case. The plaintiff's attorney and the third party defendant's attorney scheduled a

hearing from Judge John P. Wulle. At this time, I, Victor was present in the courtroom. The plaintiff's attorney Daniel Howard approached me three times, asking me where my attorney was. I simply replied thet I did not know. After everybody left the court room, Judge Wulle, took the other two attorneys in chamber. (In my opinion, that is against the law and it is conspiracy since my lawyer was not present.)

After I cancelled Robert Mitchelson, I hired Kenneth V. Hoffman. At an appointment in his office on October 8, 2004 to sign the agreements, he asked me about my current judge. I replied that it was John P. Wulle; he said that I should not worry because the judge was his best friend. On December 10, 2004 the other side attorneys, scheduled a hearing for summary judgment. I, Victor Muresan and my son John Muresan were present in court. In the court hall, before the hearing started, Judge John P. Wulle came from chamber passing behind Kenneth Hoffman. Kenneth greeted Judge Wulle, "Hi John." After I went to the courtroom, the other sides attorneys started to argue to dismiss the waste claims (hay and dirt). Before, I told my attorney not to agree to this because the property was still damaged. As long as the property is still damaged it is not covered in a three year statue of limitations. During the hearing, attorney Hoffman in presence of me and my son (age 25) gave a letter to Judge Wulle in secret. Judge Wulle took a look at the letter and passed it back to attorney Hoffman. (We consider this conspiracy again) After the hearing Judge John P. Wulle decided to dismiss the waste claims, because our attorney

agreed to have them dismissed without my permission. (Normally all the cases belong to the client, not the attorney.) When I tried to prepare my case, for the court to see the real truth that happened, the attorney refused my request and withdrew from the case,

On February 18, 2005 I had a hearing providing more evidence to my case. During the hearing, my attorney and the third party attorney along with Judge John P. Wulle left to chamber without the plaintiff's attorney. After the conspiracy, both attorneys came from chamber. My attorney told the judge, "I do not want to put these claims in this case, I withdraw" without consulting me prior. This is another conspiracy against me. After my attorney withdrew, Judge Wulle said "You have another hearing scheduled with Judge Nichols." During this time, I was looking for another attorney and hired attorney Albert E. Schlotfeldt.

The new attorney started to schedule the trial date. He called me and my son to meet him at his office, he notified me why Judge Wulle transferred my case to Judge Nichols, because Judge Nichols would not agree to put more claims to this case. When Albert E, Schlotfeldt talked to Judge Wulle, the Judge said because he had a lot of conflict with attorneys, he push away my case 7 months behind. I consider this prejudice and that the judge has not interest in my case. When I found attorney Albert signing a summary of judgement to dismiss the waste claims without my permission, he became very mad and he withdrew immediately from the case.

After the withdrawal of Albert, I hired yet another attorney named Charles H. Buckley to represent me. During this time this attorney had done nothing on my case. He had not communicated with us. One week prior to our trial, we did not hear from him. All the attorneys that represented me in the case have not agreed to use our video tapes as evidence which we wish to use. From 2001 until now, I spend over $20,000. and my property is still damaged. This has gone on for over 10 years and nothing has been resolved with Judge John P. Wulle.

In 2003, I opened an adult foster care home at my house. During this time, I built the house according to the elderly needs. Because the property is damaged I cannot maintain it because of these ditches. The grass and the bushes grew over the fence. When our patient's family's come to inspect the house, they see how bad our property is damaged; they leave and refuse our service. Due to this damage we have lost a lot of business. I, Vioreca Muresan, became really sick. I have high blood pressure from mental distress. When I opened our business in 2003, I have lost over $100,000. a year in income due to this damage. My license is for 6 patients and I have never had more than 3 patients at a time. Currently I have 2 patients and in case I was to loose these patients, I would loose my property worth over $750,000. 25 years ago, I came to the United States from a communist country and 30 years I suffered because of my religion. I came to this country for my freedom, happiness, and a good life. For the past 11 years, we have suffered because our freedom has been taken away. During

this time in 1995 when I stepped in my property, the neighbors called the police and they threw me away from my property.

We do not believe in corruption. We do not believe in conspiracy and prejudice. We want our case to be handled professionally, honestly, and allowing us our freedom of speech we earned 25 years ago. We want justice in our case. Our property was badly damaged 12 years ago and to this day it has not been resolved. Since 2004 Judge Wulle has been handling our case and we are very disappointed because he still has not resolved our problem. When we wanted to add claims to the case, he sent us to Judge Nichols. On another time we were scheduled for trial, he assigned us to Judge Nichols again.

Since we are United. States citizens, it is our Constitutional Right to have a fair trial and a fair Judge. If we do not feel that the judge is fair, under Washington Law, we have the right to disqualify the judge. No matter what the circumstances, we do not wish to have our case heard in front of Judge John P. Wulle. Can you please assign Honorable Judge Bennet to our case?

Dated March 2, 2007

_____

VICTOR MURESAN

_____

VIORECA MURESAN

FILED: May 15, 2007
Sherry W. Parker, Clerk, Clark Co.

Victor Muresan
18716 N.E.Davis Road
Brush Prairie, WA 98606

Superior Court of the State of
Washington for Clark County

Re: Fish vs. Muresan
Clark County No. 01-2-04256-8

May 15, 2007

Dear Honorable Judge Robert Harris,

I, Victor Muresan, defendant and third-party plaintiff's in this case, received a letter from you on May 8, 2007. I appreciate you taking the time to help us regarding disqualifying Judge Wulle from our case.

After reading the letter, I have noticed that Judge Wulle made the rulings before I filed the motion. Since the beginning of this case in 2001 until now, I have not received any letters or information from my previous attorneys, the plaintiffs' and defendants' attorneys or the court about any rulings in this case. Today I am filing a letter to receive all information about the rulings in this case. I would like to know what the rulings were and what date the rulings were made.

Regarding the scheduled trial date on May 30, 2007; Again, I filed letters in court to cancel the scheduled trial date. I had a 12 jury in this case, which I paid for, for some reason, someone removed the jury. I did not agree to this nor did I file anything with the court to have the jury removed. We are U.S. Citizens; this is our Constitutional right to have a jury trial. I do not agree on continuing this case without a jury. Once the court sets a jury trial back and I include all of the evidence I have in this case including the video tapes as evidence because my attorneys refused to show, I will notify the court when I am ready to schedule the trial date.

Sincerely,

VICTOR MURESAN

APPENDIX O
DATE: May 30, 2007
TRANSCRIPT
SUPERIOR COURT CASE NO. 01-2-04256-8
COURT OF APPEALS CASE NO. 36877-3-II

IN THE SUPERIOR COURT OF THE
STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

BRIAN FISH and CARI FISH
husband and wife.
Plaintiffs,
Vs.
VICTOR MURESAN and VIORECA MURESAN
husband and wife,
Defendants and Third Party *Defendants
* SHOULD BE PLAINTIFFS
Vs.
JEFF PILBY and JANE DOE PILBY,
husband and wife,
Third-Party Defendants.

VERBATIM REPORT OF PROCEEDINGS

Be it remembered that the above-entitled cause came on regularly for trial in the Superior Court of the State of Washington for the County of Clark, Vancouver, Washington, May 30, 2007, before the HONORABLE JOHN P. WULLE, Judge.

APPEARANCES: Mr. Grant Clark Broer, Attorney at Law, on behalf of the Plaintiffs; and

APPEARANCES: Mr. Victor Muresan and Mrs. Muresan, pro se

Linda William, Official Court Transcriber
13321 S.E.Knapp Court
Portland, Oregon 97236
Phone (503) 761-1240, fax (503) 762-8244

INDEX

General Index

	Page
Defendants make oral motions	2
Plaintiffs waives jury	15
Plaintiffs' witnesses	17
Plaintiffs closing argument	52
Courts ruling	54

PLAINTIFFS' WITNESSES	D	X	RED	REX
BRIAN FISH	17			
JEFF PILBY	39			

PLAINTIFFS' EXHIBITS	Q	R
No. 1- Initial deed from Cook to Plitt	52	52
No. 3- Deed, 1993	51	52
No. 4- Deed to Fish	51	52
No. 5- Mr. Muresan's deed	51	52
No. 6- Grading permit	46	46
No. 7- Map	51	52
No. 10- Invoice from Home Depot	51	52

PAGE 8-
Mr. Muresan: Well, at the time
Ms. Muresan: --the—
The Court: One at a time. One person speak at a time.
Mr. Muresan: Okay.
Ms. Muresan; Yeah. This is about the injunction that Mr. Fish---
The Court: What injunction?
Ms. Muresan: Injunction on our property.
The Court: What do you—
Mr. Broer: I think---
Ms. Muresan: (inaudible; voices overlapping)—
Mr. Broer: -What they are talking about, Judge, is—
Ms. Muresan: He doesn't even know nothing.
Mr. Muresan: Oh.
Mr. Broer: I think initially there was an injunction issued by the Court, Judge Woolard---
Ms. Muresan: Yeah. That's the big----
Mr. Broer: --signed it.
Ms. Muresan—(inaudible; voices overlapping)—
Mr. Broer: And they're, I think, asking you to overturn it in a manner right now.
Ms. Muresan: Yeah.

PAGE 9—
The Court: What's the injunction?
Mr. Broer: The injunction prohibited them from going on and doing the work on the easement that was the subject matter of this.
Ms. Muresan: That will fix the property.
Mr. Muresan: Fix the property (inaudible; voices overlapping)—
Ms. Muresan: (Indiscernible) The property----

Mr. Broer: The problem-if I might. The problem is, it's not part of their claims. That's a brand new motion they just filed that we just got.

Ms. Muresan: It is not brand new motion, okay, is not brand new. That's why we are here—

Mr. Muresan: It not brand new, a long time ago---

Ms. Muresan: ---because---

The Court: I cannot ---listen, this is a court of law.

Ms. Muresan: Okay.

The Court: This is not a shouting match. Please do not try my patience.

Ms. Muresan: I'm sorry.

The Court: One person speaks at a time-

Ms. Muresan: Okay

PAGE 10 (excerpt)

Judge Wulle: This is the date and time for a trial on a series of claims that were filed in '01. The cause of action has been well known to all the parties. This court has done everything it can to get this case resolved as quickly as possible. Etc

Page 54---

The Court: At this time, counsel---you didn't mention it , but I—you did talk about it earlier. It will become a permanent injunction. The plaintiffs will be entitled to, for lack of a better

Page 55----

term, quiet enjoyment of their easement That's uncontroverted. They have the right to maintain that easement. As long as they stay within the boundaries of the easement they may do what the ease ment permits them to do BY THE DOCUMENTS, which is maintain, Quiet enjoyment, use ----

Mr. Broer: Right.
The Court: --and do what they have to do to maintain it. Okay. And no one shall interfere with that.
Mr. Broer: Very Good.
The Court: Okay. Anything else you need for the record?
Mr. Broer: No just that I'll submit to you supplemental in my request for attorneys fees and you—you'll—you'll give me a written ruling, I presume, on that, or---
The Court: No
Mr. Broer: Oh, no. Okay
The Court: No. We'll just put it on the docket.
Mr. Broer: Okay. Very good.
The Court: Give me a courtesy copy ahead of time, put it on a Friday docket. I'll have a chance to look at it.

DEPOSITION
NOVEMBER 10, 2003 10:04 a.m.
VANCOUVER, WASHINGTON

.....

BRIAN MARK FISH

Called as a witness in behalf of Defendants, having first been sworn by the Notary, testifies as follows:

PAGE 7 (Exhibit No. 1 marked)
BY MR. MITCHELSON: (Petitioner's attorney)
Q----What I want you to do is put the road on the diagram as best you can, where you think it's located approximately in relation to—
A----To the lines that are provided here?
Q----That's correct, uh huh

A----I don't have a writing utensil.
Q----I've got a couple extras here. Go ahead.
A----.So what you are asking me is to draw a line that I interpret to be the road?
Q----That's correct, uh huh.
A----(Drawing.) I'm not the greatest artist. Is that what you want?
Q----That's fine.
For the record, Mr. Fish has drawn a roadway that runs, I assume north and south.
A----Correct.
Q....Do I have my directions correct?

PAGE 8—
A----Yeah.
Q----Do you know how---you put 485 feet on there. Is that what you mean by the north and south—
A--- Yes.
Q--- distance, between your south property line—
A----Close to that.
Q----Between your south property line and Davis Road?
A----Yes.
Q----And then you've got another number down here at the bottom by Davis Road. What is that?
A----60 feet wide.
Q----All right. And where is the road in regard to the 60 - foot easement? Do you know? Is it within the 60 feet? Is it over here somewhere? Where is it (indicating)?
A----The road is right down the middle.
Q----Of the 60 feet.
A----This is Yeah.
Q----And how wide is the road, meaning the constructed portion of it, at the present time?

A----That has gravel that we drive on, the gravel part?
Q----Uh-huh. And, you know, anything that---well, the ditches---how wide is the road? Let's start with that.
A----60 feet wide is the road.
Q----Well, that's the easement, isn't it? The road as constructed that you're driving on isn't 60 feet wide, is it?

PAGE 9—
A----Isn't there ditches on the side of the road?
Q----Well, I'm asking you. You drive on it every day. I want your description of what's out there.
A----It's 60 feet wide.
Q----Okay. Let me make a distinction between the easement itself, a legal easement that says you have a 60- foot easement for ingress and egress, and then a road that you might build within the easement.

Your road is not 60 feet, is it? I've been out there. It doesn't appear to be 60 feet.
A----But there's ditches on both sides of the road.
Q----But they don't take up all of the easement property.
A----Yeah, they do.
Q----Well. There's a lot of grass east of the road, as I recall.
A----I would have to say that it is 60-fert wide.
Q----Are you sure you understand my distinction? The difference between---if somebody gives me a 60-foot easement and I only want to use 12 feet of it for road and I put a 12-foot asphalt road in there, That's what the road is. And I'm asking you, what is the width of the road, not the whole easement?

PAGE 25—
A----Yeah, they'd have to drive through the ditches, But, I mean, if they wanted to do that, I'm sure they could. They own the property.
Q----Well, do you believe they have a legal right to access their property from that easement?
A----I—I can't answer that.
Q----What is your nonlegal position? Have you taken a position that they shouldn't be on the easement?
A----I don't have a position.
Q----Didn't you recently call the police, the sheriff's office, because he was on the easement?
A----He was parked on the easement. It's ---to go in and out.
Q---Well, let's assume he has sheep or something in here and he wants to go back here and load a couple of sheep up in a truck.
A----Uh-huh.
Q----Can he do that?
A----Yes, he can.
Q----How?
A----To go down---
Q----Say he goes down the road to the north edge of his property, drives in there, wants to load up a cow or a couple of sheep or whatever, you know---
A----Uh-huh.

PAGE 26---
Q----You're saying he can drive through these ditches unrestricted?
A----I'm ---I don't know the legal---I don't know the legal part of that.
Q----That's not a legal question. It's a practical que-

stion. If you go out there in a pickup and you want to load something----hay, an animal or something, whatever, bring in building materials, fencing---- is it practical to drive through those ditches in their present stage of construction?
A----It's been done, yeah. He had trucks going across there, so, yeah, it's been done.
Q----How?
A----I don't know what you're trying to get at.
Q----Well, this is what I'm trying to get at. It's a question, and I just need you to answer it.
A----Okay.
Q----Does he have unrestricted access to his property from the easement, or is it difficult to cross those ditches? What's your opinion?
A----It's unrestricted.
Q----All right. How deep are the ditches?
A----It depends on where you are at on the ---on the roadway. There's---I mean, they could be two feet to three feet deep.

PAGE 27—
Q----All right. What's the---let's go at it this way. What's the minimum depth, as far as you're concerned?
A----Hmm, I'd say six inches.
Q----Where would that be? How much of the roadway would have six- inch ditches adjacent to it, I guess?
A----Uhm, up here, it's going to be six inches where they filled it in (indicating).
Q----Okay. Now, where---
A----(Drawing)
Q----Where else would it be six inches?
A----That's probably the only place where it's six

inches.
Q----What's the deepest these ditches would be? You said three feet, I think.
A----That's just a guess. .Down here it's going to be fairly deep. I'd say two feet here
Q----For the record, you're pointing at the -----
A----This is the ---
Q------northeast corner
A----Correct.
Q----And the six inch would be midway---
A----It would ---it's more---more north. This would be midway here.

PAGE 28-
Q----All right. Just north of the midpoint there?
A----Uh-huh.
Q----And then you've noted it's probably about six inches deep---well, that's the only place you---
A----Right, yeah.
Q----What about the south end?
A----And this is still, I would say, about a foot here. You might have---these are all guesstimates. I haven't gone out there with a ruler.
Q----Let me be clear on this.
Is it your position, legally or otherwise, that the defendants are allowed to drive on that easement?
A----Is it ---yeah, they can drive on that easement.
Q----Can they walk on the easement?
A----They can walk on the easement.
Q----And can they access their property from the easement, assuming they can get through the ditches?
A----Yes, they can.
Q----That would be both sides?
A----You're---

Q----I guess you and I have a disagreement about what's here, but let's assume I'm right, just for the sake of this question.
A----Right.
Q----There's some property here that contains grass and

PAGE 29—
Is—I don't know---20 feet or so or more.
A----Uh-huh.
Q----Do they have a right to come in here and cut hay?
A----Whoever---I mean, I don't know who is supposed to maintain it.
Q----I'm not talking about maintenance at this point, but is it your position that they can't cut hay up to both sides of the existing roadway and existing ditches?
A----I'm not clear on the question.
Q----Well, you have some rights in that easement and they probably have some rights in that easement from a legal point of view. If he comes in and starts to cut hay over here in the strip that's west of the --- east of the easement, excuse me, are you going to object to that?
A----No.
Q----And let's assume that there's some easement ground left over here east of the roadway. Are you going to object to him cutting hay in that part of the property?
A----On his property?
Q----Well, not on his property. His property includes the easement, but let's say the easement, for example, the 60 feet---- I'm putting this on here
A----Uh-huh.

Q----runs somewhat west of the edge of your ditches and your roadway. Are you objecting---

Page 30---
A----I'm not following what you're
MR. HOWARD----If I may, assuming there's grass on the east and west of these two ditches, do you have any objection to---
THE WITNESS:----Oh, no. He can cut it.
MR. HOWARD: Let me finish.
Do you have any objection to him coming in and cutting hay if there's grass on each side of the road?
THE WITNESS: No.
BY MR. MITCHELSON:
Q----Have you ever taken hay off of there for your own purpose?
A----Yes, we have.
Q----How many years have you done that?
A----One.
Q----When was that?
A----The second year that we were there.
Q----Do you know how much hay you took in terms of bales or tons?
A----It was probably 20 bales.
Q----Okay. What kind of hay was it?
A----Grass hay.
Q----Do you know what—what did you use it for?
A----Feed the cows.
Q----Do you have livestock?
PAGE 31---
A----Uh-huh. Yes. Yes , I do.
Q----How many do you have?
A----Three.
Q----Horses?
A----No Horses.

Q----Can't do much with 20 bales. Right? Okay. Do you know if Mr. Pilby took off of that easement for any period of time?
A----I have no idea.
Q----All right. Is there anything you haven't told me about that Mr. and Mrs. Muresan or anyone acting on their behalf did to cause you to get an injunction against them back in October? Anything besides filling in the ditch, partially filling in the ditch, taking some ties?
A----Hmm, no.
Q----Now I asked you about---didn't you recently call the sheriff on the Muresans when they were out on the easement road?
A----Yes, we did.
Q----When was that?
A----I don't know the exact date
Q----Just approximately..
A----It was in the summertime.
Q----This summer?
A----This summer.
Q----And what was the reason you called the sheriff?
A----We just asked them to move the truck into their property, onto their property, not on the easement.
Q----What was the problem with them being there?
A----It was---it was in the way of our ingress and egress of the property.
Q----Okay. And what did the sheriff do?
A----They were gone by the time that he came out.
Q----What did you tell the sheriff?
A----That they were just on---on the easement and it was for ingress and egress, and we just asked them to move into their—off the easement into

their property.
Q---- What did the sheriff say?
A----Hmm, I don't --I don't remember what he said.
(continued)

DEPOSITION
NOVEMBER 10, 2003 10:58 a.m
VANCOUVER, WASHINGTON

.....

CARI DENE FISH,

Called as a witness in behalf of Defendants, having first been sworn by the Notary, testifies as follows:

PAGE 5
BY MR. MITCHELSON:
Q----Have you had any conversations with the Muresans or anybody acting on their behalf?
A----Have I spoken to the Muresans?
Q----Concerning the road.
A----Explain that to me. I'm sorry.
Q----Were you present when the sheriff was called?
A----Yes.
Q----What was the argument, from your point of view?
A----Ah, the truck was parked on the easement in our way. Uhm, we asked several times for it to be moved. And I said, if you don't, we'll have to call the police. Victor said to, uhm, go ahead, so we went inside and called the sheriff.
Q----Did you have a dog with you?
A----Yes.
Q----What kind of dog?
A----Labrador.

Q----Was the dog barking at Mr. Muresan?
A----Yes.
Q----And was the vehicle that you were objecting to parked on the roadway or was it parked off the roadway?
A----On the easement.

PAGE 6
Q----Ah. Lets distinguish, Was it on the roadway, itself, or on the ground adjacent to the roadway?
A----On the grass.
Q----So it wasn't blocking the roadway?
A----No, just the easement.
Q----So why did you call the sheriff?
A----Mr. Muresan said, go ahead and call.
Q----What was your objection to him parking his truck on the grass?
A----That he was blocking our in and out.
Q----Well, if he wasn't on the road, how did he block your in and out?
A----I guess it's which part of the easement we wanted to use at that time.
Q----Were you doing something? Cutting hay?
A----No.
Q----Okay. Were you driving off the roadway for some reason at the time?
A----Not at the time.
Q----Isn't it a fact that you just generally object to the Muresans being on any portion of the easement?
A----No.
Q----Then why did you call the sheriff?
A----Mr. Muresan told me to go ahead and call him.

Q----Well, you threatened to call the sheriff first, didn't you?
A----I said, I'm going to have to call. He said, go ahead and call.
Q----When the sheriff came out, did you talk to the sheriff?
A----Personally, No.
Q----Did your husband talk to him?
A----Yes.
Q----Anybody else talk to the sheriff, that you're aware of?
A----No.
Q----Do you have any knowledge as to who built the road?
A----Ah, Yes.
Q----Who built it?
A----The previous owner of the home.
Q----How do you know that?
A----When we purchased the house, the roadway was there.
Q----Ever have any conversations with Mr. Pilby?
A----No.
Q----That's at any time?
A----Correct.
Q----Have you talked with anyone other than Mr. Pilby about how the road was built, why it was built, why certain construction methods were chosen, anything of that nature?
A----No.
Q----Have the ditches changed since you---other than the allegation that Mr. Muresan filled some of them in, has there been any other construction on your part or anybody acting on your behalf regarding the roadway or the ditches since you moved in?

APPENDIX P
DATE: March 24, 1980
NO. 8003250116

WARRANTY DEED

THE GRANTOR, EDNA M. COOK, a widow, formerly known as EDNA M. PIETILA, for and in consideration of the love and affection which she bears for Grantees, Grantees being son-in-law and daughter of Grantor, conveys and warrants to LAWRENCE D. PLITT and KAREN C. PLITT, husband and wife, the following-described real property, situate in the County of Clark, State of Washington:

That portion of the East half of Section 31, Township 3 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 1140 feet West of the East line of said Section 31, and 2475 feet South of the North line of said Section 31, said point being the Northeast corner of that tract conveyed to Gary D. Laughery, et ux, by deed recorded under Auditor's File No. 7909130189; thence East to the Northwest corner of that tract conveyed to Fred Pietila, et ux, by deed recorded in Book 193, at page 304, records of Clark County, Washington; thence South along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence West along a line of said Pietila tract and a Westerly extension thereof to the East line of said Laughery tract; thence North along the East line of said Laughery tract, 417 feet 4 inches, more or less, to the point of beginning;

TOGETHER WITH a 60-foot easement for ingress, egress and utilities, the East line of which is described as follows:

Beginning at the Northwest corner of that tract conveyed to Fred Pietila, at ux, by deed recorded in Book 193, at page 304, records of Clark County, Washington; thence South along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence west 208 feet 8 inches to an angle corner in the West line of said tract, which point is the true point of beginning; thence South 484.4 feet to the center line of County Road, which is the point of termination;

SUBJECT TO easements and restrictions of record and County Road.

Dated this 24 day of March, 1980

(signed by)

_____

Edna M. Cook

Real Estate Excise
Tax stamped here!
EXEMPT

Law Offices of
Carl W. Jackson
Battle Ground, Washington
(cannot read zip or
phone number)

STATE OF WASHINGTON)
= ss.
COUNTY OF CLARK)

On this day personally appeared before me EDNA M. COOK, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of March, 1980.

(signed by)
Earl W. Jackson Jr.
Notary Public in and for the
State of Washington;
Residing at =
Battle Ground

156

Filed For Record
Clark Co, Wash.
EARL JACKSON
Mar. 25 3:23 p.m. '80

Auditor
Ron Dotzauer

APPENDIX Q
DATE: May 25, 1995
No. 9506070071

Order No.
K74414M

Filed for the record at Request of
When Recorded Return to:
VICTOR MURESAN
18716 N.E.Davis Road
Brush Prairie, WA 98606

CHICAGO TITLE INSURANCE COMPANY
STATUTORY WARRANTY DEED

THE GRANTOR VERNON L. COFFMAN and LINDA L. COFFMAN, husband and wife for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, conveys and warrants to

VICTOR MURESAN and VIORECA MURESAN husband and wife,

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Subject to: REAL PROPERTY TAXES AND ASSESSMENTS FOR THE YEAR 1995, SECOND HALF AND SUBSEQUENT YEARS, DEED OF TRUST IN FAVOR OF HOME SAVINGS OF AMERICA, FSB, DATED JUNE 21, 1993 AND RECORDED JUNE 29, 1993, UNDER AUDITORS FILE NO. 9306290165, WHICH THE GRANTORS HEREBY

ASSUME AND AGREE TO PAY; AND EASEMENT RECORDED UNDER AUDITORS FILE NO. 8003250116

Dated: May 24, 1995

VERNON L.COFFMAN LINDA L. COFFMAN

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me VERNON L. COFFMAN, LINDA L. COFFMAN to me known to be the individual (s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of May, 1995.

Marlene K. Cole

Notary Public in and for the State of Washington,
Residing at Vancouver
Commission Expires = 6/10/98

ROUND
SEAL

REAL ESTATE EXISE TAX
INFORMATION HERE

EXHIBIT A

DESCRIPTION:

That portion of the East half of Section 31, Township 3 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point 1,140 feet West of the East line of said Section 31, and 2,475 feet South of the North line of said Section 31, said point being the Northeast corner of that tract conveyed to Gary D. Laughery, et ux, by deed recorded under Auditor's File No. 7909130189 ; thence South along the East line of said Laughery tract 417 feet 4 inches, more or less, to the Southwest corner of that tract conveyed to Lawrence D. Plitt, et ux, by deed recorded under Auditors File No. 8003250116, and the TRUE POINT OF BEGINNING of the tract herein described, thence continuing South along the East line of said Laughery tract and Southerly extension thereof to the center of N.E.Davis Road; thence Easterly along the center of N.E. Davis Road 351.50 feet, more or less, to the Southwest corner of that tract conveyed to Fred Pietila, et ux, by deed recorded in book 193, at Page 304, records of Clark County; thence North along the West line of said Pietila tract 484.4 feet to a point on the South line of said Plitt tract; thence West along the South line of said Plitt tract to the true point of beginning.

EXCEPT that portion lying within N.E.Davis Road.

APPENDIX R
DATE; November 16, 1993
RECORD NO. 9311160211

STEWART TITLE COMPANY

Filed for record at request of
When Recorded Return to:
JEFFREY D. PILBY
18900 N.E.Davis Rd.
Brush Prairie, WA 98606

STATUTORY WARRANTY DEED

THE GRANTOR RODNEY P. NYLAND and JULIE A. NYLAND, husband and wife,

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

on hand paid, conveys and warrants to JEFFREY D. PILBY, an unmarried individual,

the following described real estate, situated in the County of Clark, State of Washington.

THE EXACT LEGAL DESCTIPTION IS ATTACHED AS EXHIBIT "A" AND BY REFERENCE THERETO MADE A PART OF THIS DOCUMENT.

Real Estate Excise
Tax Stamped Here

Dated: November 3, 1993

RODNEY P. NYLAND _____ JULIE A. NYLAND

STATE OF WASHINGTON 830

COUNTY OF CLARK

On this 3rd day November, 1993, before me personally the foregoing instrument for his self and also as Attorney in fact for JULIE A. NYLAND and acknowledged that he signed and sealed the same as his free and voluntary act and deed for self and also as his free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

My Appointment Expires 6-1-94

Beth Ann Sanders

Notary Public in and for the
State of Washington
Residing at Vancouver

LEGAL DESCRIPTION

That portion of the East half of Section 31, Township 3 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 1140 feet West of the East line of said Section 31, and 2475 feet South of the North line of said Section 31, said point being the Northeast corner of that tract conveyed to Gary D. Laughery, et ux, by deed recorded under Auditor's File No. 7909130189; thence East to the Northwest corner of that tract conveyed to Fred Pietila, et ux, by deed recorded in Book 193, at page 304, records of Clark County, Washington; thence South along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence West along a line of said Pietila tract and a Westerly extension thereof to the East line of said Laughery tract; thence North along the East line of said Laughery tract, 417 feet 4 inches, more or less, to the point of beginning;

TOGETHER WITH a 60-foot easement for ingress, egress and utilities, the East line of which is described as follows:

Beginning at the Northwest corner of that tract conveyed to Fred Pietila, at ux, by deed recorded in Book 193, at page 304, records of said county; thence South along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence west 208 feet 8 inches to an angle corner in the West line of said tract, which point is the True Point of Beginning; thence South 484.4

feet to the center line of county road, which is the point of termination.

CHARTER TITLE CORP.
Nov. 16 2:56 PM '93

831

ROUND OFFICIAL
SEAL HERE

I, GREGORY A. KIMSEY, Auditor of Clark County, State of Washington, do hereby certify that the foregoing to be a true and correct copy of a:

STATUTORY WARRANTY DEED

Microfilm No._____File No.9311160211 of record in this office. WITNESS my hand and official seal. This 6th day of July 2004 AD

GREGORY A. KIMSEY, Auditor, Clark County

By_____

Deputy

APPENDIX S
DATE; July 13, 1998
RECORD NO. 3001459

When Recorded Return to:
BRIAN M. FISH
18900 N.E.Davis Rd.
Brush Prairie, WA 98606

CHICAGO TITLE INSURANCE COMPANY

STATUTORY WARRANTY DEED

THE GRANTOR JEFFREY D. PILBY, an unmarried individual

For and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to BRIAN M. FISH & CARI D. FISH, husband and wife,

the following described real estate, situated in the County of Clark, State of Washington.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Tax Account Number: 207645-005
Abbreviated Legal: SECTION 31, T3N, R3E

DATED: 7/13/98

_____ _____

BY: JEFFREY D. PILBY BY:

STATE OF CALIFORNIA

) ss.

COUNTY OF PLACER

I certify that I know or have satisfactory evidence that JEFFREY D. PILBY the person (s) who appeared before me, and said person (s) acknowledged that HE signed this instrument and acknowledged it to be OF HIS free and voluntary act for the uses and purposes mentioned in this instrument

Dated: 7/13/98

__(ROSS OHRENSCHALL)_____
Notary Public in and for the State of California
Residing at Rocklin, California
My appointment expires 11/3/2001

3001459

CHICAGO TITLE INSURANCE COMPANY
EXHIBIT "A"

DESCRIPTION ORDER NO. K102500JW

That portion of the East half of Section 31, Township 3 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 1140 feet West of the East line of said Section 31, and 2475 feet South of the North line of said Section 31, said point being the Northeast corner of that tract conveyed to Gary D.

Laughery, et ux, by deed recorded under Auditor's File No. 7909130189; thence East to the Northwest corner of that tract conveyed to Fred Pietila, et ux, by deed recorded in Book 193, at page 304, records of Clark County, Washington; thence South, along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence West, along a line of said Pietila tract and a Westerly extension thereof, to the East line of said Laughery tract; thence North, along the East line of said Laughery tract, 417 feet 4 inches, more or less, to the point of beginning;

TOGETHER WITH a 60-foot easement for ingress, egress and utilities, the East line of which is described as follows:

Beginning at the Northwest corner of that tract conveyed to Fred Pietila, at ux, by deed recorded in Book 193, Page 304, records of said County; thence South along the West line of said Pietila tract, 417 feet 4 inches to an angle corner in said West line; thence West 208 feet 8 inches to an angle corner in the West line of said tract which point is the true point of beginning; thence South 484.4 feet to the centerline of County Road, which is the point of termination.

DEPOSITION
NOVEMBER 10, 2003 10:58 a.m
VANCOUVER, WASHINGTON

.....

CARI DENE FISH,

Called as a witness in behalf of Defendants, having first been sworn by the Notary, testifies as follows:

PAGE 12
Q----The question is, did you tell one of Mr. Muresan's construction workers that was working on the septic tank to get off the easement and it was your private property?
A----Construction? A septic? I don't know that—
Q----Did you ever tell any construction people or service people or suppliers coming to the Muresan property to get off the easement and that it was your private property?
A---Not—I mean, once there was a truck dumping dirt right on our south border. Mr. Muresan was standing right there, and I said, we're having a dispute over you being able to do this, and the truck driver said, then I'm out of here, and left.
Q---Okay, did you tell the truck driver the area in which he was dumping the dirt was your property, not the Muresan's property?
A----I do not recall. That is not my property.

JACKSON, JACKSON & KURTZ
704 East Main Street – 102
Battle Ground, Washington 98604
(360) 687-7106

August 5, 2002

Attorney at Law
Earl W. Jackson

Earl W. Jackson Sr.
(1910 – 1986)

Re: Real Property at 18716 N.E.Davis Road
Clark County Tax Parcel 207645-000

Dear Mr. and Mrs. Muresan,

At your request I have examined your deed and Legal description and the historical surveys and maps of your property. From this history, it appears that you own real property subject to a sixty-foot easement on your east side, as shown on the map which I enclose, with dimensions as surveyed of 351.4 feet and 454.33 feet north and south.

Your property was surveyed for a prior owner, Melvin Olney, on July 7th, 1980 by Olson engineering, and according to the survey you have metal stakes in the ground at all four corners of your property. I enclose a copy of this survey for you as well.

The easement affecting your property is inside your property boundaries, being the east sixty feet. As property owner, you have the full right to use your

property up to your boundary, just as long as you do not unreasonably interfere with the roadway access to the Fish property. The easement gives the Fish's the right to travel over your property and to lay utilities to their property, within the sixty ft. easement. The easement may be used only to the extent lawfully necessary and reasonably necessary to access the Fish property. As owner, you own all trees within the easement, and are entitled to them if they are removed for road purposes.

I hope this answers any questions.
Call me if you need more.

Sincerely,

Earl W. Jackson
Attorney at Law

Enclosures

APPENDIX U

CLARK COUNTY WASHINGTON
WEED MANAGEMENT DEPARTMENT
NOTICE OF VIOLATION
PURSUANT TO RCW 17.10.140

July 22, 2005

Victor Muresan etal
18716 N.E.Davis Rd.
Brush Prairie, WA 98606

Dear Sirs;

An infestation of Tansy ragwort, Canada thistle & Bull thistle, as defined pursuant to RCW 17.10.140, is growing on the following property, Serial Number 207645-000, located at the above address.

This problem demands your immediate attention. You have a duty as an owner / agent of the above property to control such noxious weed by 10 days after receipt of this NOTICE OF VIOLATION. Said should be sprayed, pulled, or destroyed in such a manner as to prevent it / them from going to seed and spreading to adjacent properties.

In the event you fail to control the aforementioned weed, you should be appraised that the Board has the legal authority under RCW 17.10.140 and .280 to order such action and collect its cost by a lien upon the property. In addition, an owner who fails to control such a weed, or interferes with the carrying out of the provisions of RCW 17.10, may be subject to prosecution for a Civil Infraction, and

punished by a fine not to exceed $1,500.00, per day, for each violation.

This Board has taken pride in the efforts of property owners in eradicating the spread of noxious weeds. Your cooperation in this matter is most appreciated. If you have any other questions or need further assistance, please contact our office at (360) 397-6140.
Sincerely,

Phil Burgess
Director

APPENDIX W

RCW 4.24.630
LIABILITY FOR DAMAGE
TO LAND & PROPERTY
DAMAGES--COSTS--ATTORNEY'S FEES
EXCEPTIONS

(1) Every person who GOES ONTO THE LAND OF ANOTHER and who removes timber, crops, minerals, or other similar valuable property from the land, or wrongfully causes waste or injury to the land, or wrongfully injures personal property or improvements to real estate on the land, is liable to the injured party for treble the amount of the damages caused by the removal, waste or injury.

For purposes of this section, a person acts "wrongfully" if the person intentionally and unreasonably commits the act or acts while knowing, or having reason to know, that he or she lacks authorization to so act. Damages recoverable under this section include, but are not limited to, damages for the market value of the property removed or injured, and for injury to the land, including the costs of restoration. In addition, the person is liable for reimbursing the injured party for the party's reasonable cost's, including but not limited to investigative costs and reasonable attorney's fees and other litigation-related costs.

(2) This section does not apply in any case where liability for damages is provided under RCW 64.12.030,*79.01.756, 79.01.760, 79.40.070, or where there is immunity from liability under RCW 64.12.035.

NOTES: *Reviser's note: RCW 79.01.756, 79.01.760, and 79.40.070 were recodified as RCW 79.02.320, 79.02.300, and 79.02.340, respectively, pursuant to 2003 c 334 /554.

SEVERABILITY—1999c 248: See note following RCW 64.12.12.035

TRESPASSER: One who has committed trespass. One who intentionally and without consent or privilege ENTERS ANOTHERS PROPERTY. A person who enters on the property of another without any right, lawful authority or an express or implied invitation or license.
Black's Law Dict. 5th Ed. Pg. 781

The "common enemy doctrine" is a well settled Washington State Law. Colwell, 119 Wn. App. at 440. "If one in the lawful exercise of his right to control, manage or improve his own land finds it necessary to protect it from surface water flowing from higher land, he may do so, and if damage thereby results to another, it is "damnum absque injuria" (Loss, hurt, or harm without injury in the legal sense; that is, without such breach of duty as is redressible by an action. A loss which does not give rise to an action for damages against the person causing it)
Blacks Law Dict. 5th Ed. Pg. 206

Respondent Pilby unlawfully caused this water damage by abusing his use of the easement, mainly ingress, egress and utilities as set forth in the deed and passed to the Respondents Fish, who are stubbornly continuing this abusive land grab